

60% of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five months, such employee shall be paid the wage rate of a new hire or experienced person as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the 30-month period required to achieve the full rate of pay under the "New Hires" provision.

In the event that the arbitrator finds that an Employer is using this rate as a subterfuge, such arbitrator may, among other remedies, award full pay from the date of employment at the applicable hiring rate.

No contribution to any Benefit Funds shall be made for a vacation relief person.

11. Day of Rest.

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

12. Uniforms and Other Apparel.

Uniforms and work clothes where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer. All uniforms shall be appropriate for the season.

It is understood that where the Employer does not require uniforms, the employees shall be free to wear suitable clothing of their choice.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

In buildings of 500,000 square feet or more, the Employer shall be required to furnish uniforms and work clothes.

13. *First Aid Kit.*

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

14. *Fire and Flood Call.*

Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

15. *Eye Glasses and Union Insignia.*

Employees may wear eye glasses and the Union insignia while on duty.

16. *Bulletin Board.*

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

17. Sanitary Arrangements.

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities, shall be furnished by the Employer for all employees. The rest room and locker room shall be for the sole use of employees servicing and maintaining the building.

18. Replacements, Promotions, Vacancies, Trial Period, Seniority and Newly Hired Employees.

a. In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability, efficiency, appearance and personality for a particular job, shall also be considered.

If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this collective bargaining agreement.

In the event that a new classification is created in a building, the Employer shall negotiate with the Union a wage rate for that classification.

In case of layoffs due to reduction of force, departmental seniority shall be followed, except as provided in Article XVII, Section 20(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special considerations beyond the requirements of the job which the replacement is not qualified to meet.

In applying the foregoing paragraphs, the judgment of the Employer shall control, subject to grievance and arbitration.

b. There shall be a trial period for all newly hired employees for sixty (60) calendar days except as provided for Superintendents in Article XVI paragraph 6.

c. Anyone employed as an "extra" or a contingent with substantial regularity for a period of four (4) months or more, shall receive preference in steady employment, other considerations being equal.

d. The seniority date for all positions under the agreement shall be the date the employee commenced working in the building for the agent and/or owner regardless of whether there is a collective bargaining agreement and

regardless of the type of work performed by the employee.

e. A New Hire employed in the "other" category shall be paid a starting rate of eighty percent (80%) of the minimum wage rate. A New Hire employed as a "superintendent" in a building with five (5) or fewer employees may be paid a starting rate of eighty percent (80%) of the applicable contract rate.

Upon completion of thirty (30) months of employment, the new hire shall be paid the full minimum wage rate.

This provision shall not apply to any experienced employee ("Experienced Employee") who was employed in the New York City Building Service Industry ("Industry") as of April 20, 1997. Experienced employee shall be defined as a person who has worked in the Industry for a period of at least thirty (30) days within the twenty-four (24) months immediately preceding hiring (excluding employment as a vacation relief).

No experienced employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits.

The Union may grieve such discrimination in accordance with the grievance and arbitration

provisions of the Agreement (Article V and Article VI).

If the arbitrator determines an experienced employee has been terminated or denied employment because of such discrimination, the arbitrator shall:

(1) In case of termination—reinstate the experienced employee with full back pay and all benefits retroactive to date of experienced employee's discharge.

(2) In case of failure to hire—If the arbitrator determines that an experienced employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the experienced employee with full back pay and benefits retroactive to date of denial of hire.

No contribution shall be made to the Building Service Pension Fund or to the SRSP Fund on behalf of a new hire, until the new hire has completed two (2) years of employment. Contributions shall be made for an experienced employee in accordance with the other provisions of this Agreement.

19. *Recall, Job Vacancies and Agency Fee.*

(a) Any employee who has been employed for one (1) year or more in the same building,

and who is laid off, shall have the right of recall, provided that the period of layoff of such employee does not exceed six (6) months.

Recall shall be in the reverse order of laid off employee's departmental seniority. The Employer shall notify by certified mail, return receipt requested, the last qualified laid off employee at their last known address, of any job vacancy and a copy of this notice shall be sent to the Union. The employee shall then be given seven (7) days from the date of mailing of the letter in which to express in person or by registered or certified mail a desire to accept the available job. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted.

Upon reemployment, full seniority status, less period of layoff, shall be credited to the employee. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what the employee has received and what the employee is entitled to if subsequently terminated at a future date. Any vacation monies paid shall be credited to the Employer against the current vacation entitlement. Further, in the event an Employer

or agent has a job vacancy in a building where there are no qualified employees on layoff status, the Employer or agent shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on layoff status from other buildings.

(b) Upon the occurrence of any job vacancy not filled by current employees of the Employer, or employees recalled pursuant to other provisions of this Agreement, the Employer shall notify the Union and the New York State Employment Bureau (NYSEB) two (2) weeks prior to the existence of a vacancy. Such notice shall be confirmed in writing. In the event the Employer does not have two (2) weeks notice, it shall notify the Union and the NYSEB upon notice of the vacancy. The NYSEB or the Union shall refer qualified applicants to such a vacancy within three (3) working days of the request, or shorter periods in the case of emergencies. If the NYSEB or the Union are unable to refer qualified applicants satisfactory to the Employer within three (3) working days, or such shorter period required by an emergency, the Employer shall be free to hire in the open market.

This procedure shall not be applicable if the Employer hires directly an employee experienced in the building service industry.

When the Employer has hiring procedures which substantially make available work to experienced employees in the building service industry, the parties shall waive this provision by mutual agreement. If the parties cannot agree, the matter shall be submitted to arbitration.

In the event the Union establishes a hiring hall during the life of this Agreement, appropriate substitute language shall be agreed upon.

No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

20. Termination Pay.

(a) In case of termination of employment because of the employee's (excluding a working Superintendent) physical or mental inability to perform their duties, the employee shall receive, in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years.....	1 week's wages
10 but less than 12 years.....	2 weeks' wages
12 but less than 15 years.....	3 weeks' wages
15 but less than 17 years.....	6 weeks' wages
17 but less than 20 years.....	7 weeks' wages

20 but less than 25 years8 weeks' wages
 25 or more10 weeks' wages

An employee physically or mentally unable to perform their duties may resign and receive the above termination pay if the employee submits written certification from a physician of such inability at the time of termination. In such event, the Employer may require the employee to submit, at the Employer's expense, to a medical examination by a physician designated by the Employer to determine if in fact the employee, is physically or mentally unable to perform their duties. If the Employer's designated physician disagrees with the physician's certification submitted by the employee, the employee shall be examined by a physician designated by the Medical Director of the Building Service Health Fund to make a final and binding determination whether the employee is physically or mentally unable to perform their duties.

(b) In case of termination of employment for any reason other than just cause or in accordance with paragraph (a) above, the employee shall receive, in addition to accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
0-5 years	1 week's wages
5 but less than 10 years.....	2 weeks' wages
10 but less than 12 years.....	4 weeks' wages
12 but less than 15 years.....	5 weeks' wages
15 but less than 17 years.....	7 weeks' wages
17 but less than 20 years.....	8 weeks' wages
20 but less than 22 years.....	9 weeks' wages
22 but less than 25 years.....	10 weeks' wages
25 or more	11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, and notice of such an intended layoff shall be posted in the building. If no senior employee wishes to exercise their rights under this provision, the least senior employees shall be terminated and shall receive applicable termination pay.

(d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, the employee shall be entitled to termination pay for the period of their full-time employment, and if the employee accepts such part-time employment, the employee shall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in work

category prior to May 21, 1967, and did not receive termination pay based upon their former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes except as provided in paragraph 19 of this Article (Recall).

For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

21. *Tools, Permits, Fines and Legal Assistance.*

All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace "regular" tools if lost or stolen.

The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises and will pay fines and

employees' applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employees' gross negligence or willful disobedience.

The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

22. Military Service.

All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

The Employers and the Union will cooperate in effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

23. No Discrimination.

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. Section 1981, Family and Medical Leave Act, the New York

State Human Rights Law, the New York City Human Rights Code, or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Articles V and VI) as sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

The parties will create a Committee to study recruitment and retention issues for all underrepresented groups in the residential industry.

24. Employees' Rooms and Utilities.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore. If such occupancy is a condition of his employment, the premises shall be adequate and properly maintained by the Employer in conformity with applicable law, no rent shall be charged and the Employer shall provide normal gas and electric service and pay business telephone bills.

The value of the apartment and services provided therewith such as gas, electric and business phone, shall not be treated as or included for any purpose in the wage, remuneration or other income of such employee to the extent permitted by law.

If the Employer terminates the services of an employee occupying a living space in the building the Employer shall give the employee thirty (30) days' written notice to vacate, except where there is a discharge for a serious breach of the employment contract.

25. Definitions.

A handyperson differs from an elevator operator, porter, hall person, etc., because by training and experience he possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of his working time in a building to work involving such skills.

Others include elevator operators, guards, doorpersons, porters, porter/watchpersons, watchpersons, security porters, security employees, fire safety directors, exterminators and all other service employees employed in the building under the jurisdiction of the Union except Superintendents and handypersons.

All reference to the male gender shall be deemed to include the female gender.

26. Required Training Programs.

The Employer shall compensate, at straight-time pay, any employee now employed in a building for any time required for the employee